

AGREEMENT FOR RESOLUTION OF COMPETING APPLICATIONS

This Agreement for Resolution of Competing Applications (this “**Agreement**”), effective as of August 31, 2012 (the “**Effective Date**”), is entered into by and among Green Flag Wireless, LLC (“**Green Flag**”), CWC License Holding, Inc., Corr Investments I, LLC, and James McCotter, (collectively, “**Green Flag Applicants**”), and Snapline Communications, LLC (“**Snapline**”) (each, a “**Competing Applicant**” and collectively, “**Competing Applicants**”) and BellSouth Mobile Data, Inc., New Cingular Wireless PCS, LLC, and SBC Telecom, Inc. (together with AT&T Inc. and such other wholly owned affiliates of AT&T Inc. as may be appropriate in the context, “**AT&T**”). The Competing Applicants and AT&T may hereinafter be referred to each individually, as a “**Party**,” and, collectively, as the “**Parties**.”

RECITALS

WHEREAS, AT&T and other parties listed in Schedule 1 (each, a “**WCS Licensee**” and collectively, “**WCS Licensees**”) or their subsidiaries hold the authorizations listed in Schedule 1 (the “**Authorizations**,”) in the 2.3 GHz Wireless Communications Service (“**WCS**”) issued by the Federal Communications Commission (“**FCC**”); and

WHEREAS, the Competing Applicants have filed with the FCC applications listed in Schedule 1 (“**Competing Applications**,”) that are mutually exclusive with the applications for renewal of the Authorizations, as well as various Petitions for Reconsideration and other pleadings and filings opposing the grant of the renewal applications of the WCS Licensees; and

WHEREAS, the Competing Applicants and AT&T have met and have agreed to resolve the Competing Applications and all other issues related to the renewals of the Authorizations as further set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. As soon as practicable after the Effective Date, the Parties shall endeavor to discuss with the FCC staff the procedures to be followed in making the filings contemplated by this Agreement unless such discussions have been completed on or before the Effective Date.

2. Initial Filings

- a. The Parties shall make the filings described below in this Paragraph 2 by the earlier of (x) three (3) business days after the FCC has waived the requirements and prohibitions of 47 C.F.R. § 1.935 related to payments in exchange for

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withdrawing, with prejudice, (i) the Competing Applications, (ii) any pleadings against applications to renew the Authorizations, (iii) any Build-Out Challenges (as defined below), and (iv) any pleadings regarding any application to assign, or transfer control of the licensee of, any of the Authorizations and (v) any other pleading or filing required to be withdrawn under this Agreement, or the FCC has otherwise determined that such waiver is not required for the implementation of this Agreement, (such waiver or determination, as applicable, the “**Rule 1.935 Waiver**”) or (y) ten (10) business days after the Effective Date. The Parties may mutually agree (by email) to extend the period for making such filings.

- b. The Competing Applicants and AT&T jointly shall file a request for the FCC’s approval in all material respects of this Agreement and the actions contemplated hereby (such approval, “**FCC Approval**”). The Agreement shall be appended to said request for FCC Approval with a request for confidential treatment by the FCC.
- c. The Green Flag Applicants shall withdraw, with prejudice, effective upon receipt of FCC Approval (including, without limitation, approval of this Agreement’s provisions for payment of Competing Applicants) and the Rule 1.935 Waiver, all Competing Applications with respect to all Authorizations held by AT&T (collectively, “**AT&T Authorizations**”) and each of the other petitions, pleadings, filings and applications identified in Paragraph 2.c.i-iv below:
 - i. any pleading or other filing by the Green Flag Applicants opposing, challenging, or otherwise objecting to the existing build-out (collectively, a “**Build-Out Challenge**”) of any AT&T Authorization;
 - ii. any pleading or other filing by the Green Flag Applicants opposing, challenging, or otherwise objecting to the Joint Proposal of AT&T and Sirius XM Radio Inc. filed with the FCC on June 15, 2012, *see Amendment of Part 27 of the Commission’s Rules to Govern the Operation of Wireless Communications Services in the 2.3 GHz Band*, WT Dkt. No. 07-293, Written *Ex Parte* Presentation of AT&T Inc. and Sirius XM Radio Inc. - Joint Submission with Proposals That Resolve Open Issues on Reconsideration (filed June 15, 2012);
 - iii. Green Flag Applicants’ August 6, 2010 Petition for Reconsideration filed with the FCC in WT Docket No. 10-112 to the extent that petition objects to the grant of the renewals of, or otherwise relates to, the AT&T Authorizations, their September 2, 2010 Consolidated Reply to Oppositions to Petition for Reconsideration filed with the FCC in WT Docket No. 10-112 to the extent that petition objects to the grant of the renewals of, or otherwise relates to, the AT&T Authorizations, their October 22, 2010 Petition for Reconsideration of the conditional grant of each of the AT&T Authorizations, and each reply they filed, with respect to the AT&T Authorizations, to the oppositions filed to such October 22, 2010 Petition for Reconsideration; and

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- iv. except for the portions of the pleadings excepted in Paragraph (iii) above, any other pleading or other filing by the Green Flag Applicants, contending that AT&T, individually or collectively with the other WCS Licensees, should not be granted renewals of the AT&T Authorizations.
 - v. For the avoidance of doubt, the Green Flag Applicants are not required pursuant to this Paragraph 2 to seek dismissal of or withdraw pleadings, filings, or applications that relate solely to FCC licenses other than the AT&T Authorizations except as set forth in this Agreement.
- d. The Competing Applicants and AT&T, in cooperation, shall submit the requisite filings to obtain from the FCC a Rule 1.935 Waiver, if the FCC has not granted one on its own motion.
- e. The withdrawals described in Paragraph 2.c.i-iv above shall be made in a filing in form and substance that is consistent with the understandings expressed in this Agreement and in a manner that facilitates the transactions contemplated by this Agreement, and approved by AT&T (“**First Withdrawal Filing**”), which approval shall not be unreasonably withheld, conditioned or delayed. The obligation to make such filing shall be conditioned on AT&T’s approval of such filing in accordance with the preceding sentence.
3. Subsequent Filings. AT&T has filed applications with the FCC to approve AT&T’s acquisition (either by assignment or transfer of control of the applicable licensee) of Authorizations pursuant to agreements with Comcast Corporation and its subsidiaries (collectively, “**Comcast**”), Horizon Wi-Com, LLC (“**Horizon**”) and NextWave Wireless Inc. (“**NextWave**”) (FCC File Nos. 0005301689, 0005301673, 0005301658, 0005301653, 0005301644, 0005301703, 0005301665, 0005301664 (Comcast); 0005305382, 0005305388 (Horizon); 0005346124 (NextWave) (the transactions contemplated by each such agreement, collectively, a “**Pending WCS Transaction**”, and when such Pending WCS Transaction has been consummated, a “**Consummated WCS Transaction**”). Not later than one (1) business day after being notified in writing by AT&T that a Pending WCS Transaction has been consummated, and identifying the Authorizations that are subject to such transaction, the Completing Applicants shall withdraw, with prejudice, effective upon receipt of FCC Approval (including, without limitation, approval of this Agreement’s provisions for payment of Competing Applicants) and the Rule 1.935 Waiver, or effective immediately if such FCC Approval and Rule 1.935 Waiver have been previously obtained, all of the Competing Applications with respect to all of the Authorizations that are the subject of such Consummated WCS Transaction and each of the other petitions, pleadings, filings and applications identified in clauses i. – v. below:
- i. any Build-Out Challenge relating to any Authorization that is the subject of such Consummated WCS Transaction;
 - ii. any pleading or other filing opposing, challenging, or otherwise objecting to the Joint Proposal of AT&T and Sirius XM Radio Inc. filed with the FCC on June 15, 2012, *see Amendment of Part 27 of the Commission’s*

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Rules to Govern the Operation of Wireless Communications Services in the 2.3 GHz Band, WT Dkt. No. 07-293, Written *Ex Parte* Presentation of AT&T Inc. and Sirius XM Radio Inc. - Joint Submission with Proposals That Resolve Open Issues on Reconsideration (filed June 15, 2012);

- iii. the Green Flag Applicants' August 6, 2010 Petition for Reconsideration filed with the FCC in WT Docket No. 10-112 to the extent that petition objects to the grant of the renewals, or otherwise relates to, the Authorizations for which they had filed a Competing Application and that are the subject of such Consummated WCS Transaction (or otherwise were the subject of the applicable Pending WCS Transaction), their September 2, 2010 Consolidated Reply to Oppositions to Petition for Reconsideration filed with the FCC in WT Docket No. 10-112 to the extent that petition objects to the grant of the renewals, or otherwise relates to, such Authorizations, the October 22, 2010 Petition for Reconsideration of the conditional grant of each such Authorization, and each reply they filed, with respect to such Authorizations, to the oppositions filed to such October 22, 2010 Petition for Reconsideration;
- iv. except for the portions of the pleadings excepted in Paragraph (iii) above, any other pleading or other filing contending that the WCS Licensee(s) holding the Authorizations that are the subject of such Consummated WCS Transaction (or otherwise were the subject of the applicable Pending WCS Transaction), individually or collectively with the other WCS Licensees, should not be granted renewals of such Authorizations; and
- v. if such Consummated WCS Transaction covers a NextWave Authorization, Snapline's July 27, 2007 Letter from Stephen Roberts, President, Snapline Communications, Inc., to Marlene H. Dortch, Secretary, FCC, its August 2, 2007 Petitions for Reconsideration of the dismissal of its applications that are mutually exclusive with NextWave's Authorizations (FCC File Nos. 0003001466 et al.), and its July 31, 2012 Letter from Henry Goldberg and Jonathan Wiener, Goldberg, Godles, Wiener & Wright, to Marlene H. Dortch, Secretary, FCC, in WT Docket No. 10-112.
- vi. For the avoidance of doubt, the Competing Applicants are not required pursuant to this Paragraph 3, to withdraw petitions, pleadings, filings or applications that relate solely to FCC licenses other than the Authorizations that are the subject of such Consummated WCS Transaction (or otherwise were the subject of the applicable Pending WCS Transaction).

The withdrawal(s) described above in clauses i.- v. shall be made in a filing in form and substance that is consistent with the understandings expressed in this Agreement and in a manner that facilitates the transactions contemplated by this Agreement, and approved by AT&T ("**Subsequent Withdrawal Filing**"), which approval shall not be unreasonably withheld,

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delayed or conditioned. The obligation to make such filing shall be conditioned on AT&T's approval of such filing in accordance with the preceding sentence.

4. The Competing Applicants and AT&T shall use their reasonable best efforts at their own expense to obtain the FCC Approval and the Rule 1.935 Waiver. Each Party shall submit any supporting documentation required by the FCC or its rules in connection with any of the filings required by Paragraphs 2-3.

5. Provided that (a) the FCC Approval and Rule 1.935 Waiver have been obtained, (b) the First Withdrawal Filing has been filed with the FCC, and (c) the Green Flag Applicants have complied with Paragraph 8 hereof with respect to the AT&T Authorizations, AT&T agrees to pay to each of the Green Flag Applicants by wire transfer of immediately available funds, to an account designated by each of them in writing, the amount set forth opposite "AT&T" on Schedule 2 within three (3) business days after the FCC has dismissed, with prejudice, all Competing Applications with respect to all AT&T Authorizations; provided, that in the event the FCC has dismissed, with prejudice, the Competing Applications and the other conditions to payment have been satisfied, the Green Flag Applicants shall have the right to cure a breach of Paragraph 8 to satisfy the condition in clause (c) above if that is the only condition to payment remaining. For the avoidance of doubt, if and to the extent that the FCC may have already dismissed with prejudice a Competing Application with respect to said Authorizations prior to the time that the conditions described in clauses (b) above have been satisfied, clause (b) will be deemed waived solely for the purpose of payment under this Paragraph 5; it being understood that the Green Flag Applicants' obligation to file the First Withdrawal Filing shall not have been waived as a result and shall be fulfilled promptly prior to payment at AT&T's request.

6. Provided that (a) the FCC Approval and Rule 1.935 Waiver have been obtained, (b) the Competing Applicants have complied with Paragraph 8 with respect to the Authorizations that are the subject of the such Consummated WCS Transaction (or otherwise were the subject of the applicable Pending WCS Transaction), (c) a Subsequent Withdrawal Filing has been filed with respect to a Consummated WCS Transaction, and (d) a Pending WCS Transaction has been consummated, AT&T agrees to pay to each of the Competing Applicants by wire transfer of immediately available funds, to an account designated by each of them in writing, the amount set forth on Schedule 2 opposite the name of the holder of the Authorizations acquired in such Consummated WCS Transaction within three (3) business days after the FCC has dismissed, with prejudice, all Competing Applications with respect to all Authorizations that are the subject of the such Consummated WCS Transaction (or otherwise were the subject of the applicable Pending WCS Transaction); provided, that the Competing Applicants shall have the right to cure a breach of Paragraph 8 to satisfy the condition in clause (b) above if that is the only condition to payment remaining. For the avoidance of doubt, if and to the extent that the FCC may have already dismissed with prejudice a Competing Application with respect to said Authorizations prior to the time that the condition described in clause (c) above has been satisfied, clause (c) will be deemed waived solely for the purpose of payment under this Paragraph 6; it being understood that the Competing Applicants' obligation to file the applicable Subsequent Withdrawal Filing shall not have been waived and shall be fulfilled promptly prior to payment at AT&T's request.

7. The Parties hereby covenant and agree that:

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a.

b.

c. in the event that a Pending WCS Transaction is terminated prior to its consummation, the Authorizations that are the subject of such Pending WCS Transaction shall be deleted from Schedule 1; and

d. in the event that Authorizations are deleted from Schedule 1 pursuant to Paragraph 7.b or c., the Competing Applicants shall be free to maintain their challenge to the grant of the renewal of, and to prosecute their Competing Applications with respect to, such Authorizations.

8. As of and after the Effective Date, the Competing Applicants agree and covenant that they will not (i) refile at the FCC any of the petitions, pleadings, filings or applications they withdraw pursuant to Paragraphs 2 or 3, (ii) file any other petition, pleading, filing or application with respect to the Authorizations or the WCS band except as expressly contemplated by this Agreement, (iii) withdraw or amend any filings made pursuant to this Agreement or (iv) otherwise oppose, challenge, object, make any claim or take any action regarding the Authorizations or the WCS band; provided, that in the case of clauses (i) and (ii), to the extent any such refiling or filing is occasioned by an action taken by the FCC or other third party and is reasonably necessary to preserve Competing Applicants' rights in Competing Applications and Authorizations with respect to which AT&T has not made payment pursuant to Paragraph 5 or 6 of this Agreement, the Competing Applicants may make such refiling or filing so long as the intent and effect of such refiling or filing is consistent with the understandings expressed in this Agreement, such refiling or filing is made in a manner that does not impede the transactions contemplated by this Agreement, and such refiling or filing is approved by AT&T, which approval shall not be unreasonably withheld, conditioned or delayed. AT&T agrees and covenants that it will not challenge or seek dismissal of the Competing Applications except as contemplated by this Agreement.

9. Covered Licenses and Applications

a.

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- b. The Competing Applicants represent and warrant that neither they nor any of their respective parent and subsidiary companies, officers, directors, managers, principals, employees, affiliates, licensees, agents, attorneys, or predecessors has filed an application not listed on Schedule 1 that is mutually exclusive with any application for renewal of a WCS license.
- c. To the extent that (x) a WCS license with respect to which a mutually exclusive application has been filed has been omitted from Schedule 1, or (y) a mutually exclusive application against a WCS license has been omitted from Schedule 1, the Parties agree that:
 - i. Such Schedule 1 shall automatically be amended, and be deemed amended, without any action on the part of any Party, to include the omitted mutually exclusive application and WCS license; and
 - ii. AT&T shall not be obligated to make any payment to the Competing Applicants in excess of the amounts set forth on Schedule 2 in consideration for such amendments.
- d.

10. Each Party hereby agrees that the damages the other Parties will suffer if any of them breaches this Agreement are not capable of calculation and that each Party shall be entitled to an order from a court of competent jurisdiction providing for specific performance of this Agreement by the breaching Party.

11. Each Party hereby represents and warrants to the other Parties that: (a) it has full power and authority to execute, deliver and perform this Agreement; (b) it has executed this Agreement as a free and voluntary act of its own free will and without any threat, force, fraud, duress, or coercion of any kind; (c) this Agreement has been executed and delivered on behalf of such Party by its duly authorized agent and constitutes the valid and binding obligation of such Party, its successors, and its assigns enforceable in accordance with its terms; and (d) this Agreement states the full consideration which has been agreed to be provided by AT&T in exchange for the Competing Applicants' entry into and performance of this Agreement. The Competing Applicants further represent and warrant to AT&T that they have not transferred any direct or indirect interest in or with respect to any Competing Application to any third party.

12. Each Party hereby represents and warrants to each other Party that the execution, delivery, and performance of this Agreement and the consummation by it of the transactions

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contemplated hereby will not result in a violation of its certificate of incorporation, partnership agreement or by-laws, or any law, rule, regulation, order, judgment or decree applicable to it or by which any of its properties or assets is bound or affected.

13. No Party may assign this Agreement nor any right, interest or obligation under this Agreement, and the Green Flag Applicants and Competing Applicants may not assign the Competing Applications or any right or interest therein; provided, however, that nothing in this paragraph shall prevent a Party from assigning this Agreement, (a) to its wholly owned affiliate (provided that no further assignment may occur thereafter), or (b) in connection with a sale of all or substantially all of the assets of that Party and its affiliates taken as a whole, or other acquisition of the Party and its assets, taken as a whole, whether by merger or otherwise, provided further that no such assignment shall relieve the assigning Party of its obligations hereunder and both assigning Party and assignee shall be obligated to perform all of assigning Party's obligations hereunder. Subject to the foregoing in all respects, if an AT&T affiliate assigns one or more of its Authorizations pursuant to this paragraph, it shall assign the portion of this Agreement relating to such Authorization(s). For the purposes of this Paragraph 13, an assignment includes a direct or indirect change of control. Any attempted assignment or delegation in violation of this paragraph shall be void *ab initio* and have no force or effect.

14. No waiver of this Agreement or of any of the promises, obligations, terms, or conditions hereof shall be valid unless it is written and signed by the Party against which the waiver is to be enforced.

15. All notices, requests or other communications in connection with or relating to this Agreement shall be made to the addressees on Schedule 3 attached hereto in writing and (a) sent (i) by certified mail, with return receipt requested, or (ii) by Federal Express or other overnight service, or (b) sent by email and confirmed in writing by Federal Express or other overnight service. A notice shall be deemed to have been delivered on the date of its delivery.

16. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of New York, without reference to its choice of law principles.

17. If any provision of this Agreement shall be invalid or unenforceable under applicable law, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such invalid or unenforceable provision; provided, that if the invalid or unenforceable provision is a material provision of this Agreement, or the invalidity or unenforceability materially affects the rights or obligations of a Party hereunder or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to applicable law.

18. This Agreement shall be amended only by a written instrument signed by all Parties.

19. A condition precedent to the enforceability of this Agreement is the execution of this Agreement by all Parties.

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20. This Agreement, together with the Schedules attached hereto, constitutes the entire agreement and understanding among the Parties with respect to the subject matter hereof and supersedes and controls any and all contemporaneous and prior agreements and understandings among the Parties or their representatives relating to such subject matter (including without limitation the Agreement for Resolution of Competing Applications among the Parties dated August 24, 2012, which is superseded and replaced by this Agreement), other than any agreements among the Competing Applicants solely as between themselves that do not in any way affect the rights and obligations of the Parties under this Agreement and are not inconsistent with this Agreement.

21. This Agreement may be executed in one or more counterparts, including via electronic scan or facsimile, each of which shall be considered an original, and all of which taken together shall constitute one and the same instrument.

22. With respect to all Authorizations for which AT&T makes a payment under Paragraph 5 or 6,

- a. each Competing Applicant shall, at the time of the payment, (i) release and discharge AT&T and the then-current holders of such Authorizations, as well as any of their respective parent and subsidiary companies, officers, directors, managers, principals, employees, affiliates, licensees, agents, attorneys, predecessors, successors, and assigns, for and from all claims, counterclaims, demands, causes of action, liabilities, obligations, damages, costs, and expenses and (ii) waive any form of relief that was or could have been asserted before the FCC or in any other forum relating to the renewal or build-out of such Authorizations; and
- b. AT&T and the then-current holders of the Authorizations for which a release is being provided shall, at the time of the payment, (i) release and discharge the Competing Applicants, as well as any of their respective parent and subsidiary companies, officers, directors, managers, principals, employees, affiliates, licensees, agents, attorneys, predecessors, successors, and assigns, for and from all claims, counterclaims, demands, causes of action, liabilities, obligations, damages, costs, and expenses and (ii) waive any form of relief that was or could have been asserted before the FCC or in any other forum relating to the Competing Applicants' renewal challenge to such Authorizations.
- c. If requested in writing by AT&T and the pertinent WCS Licensee, prior to the pertinent payment hereunder, the Competing Applicants shall agree upon payment to mutual releases, discharges and waivers with such WCS Licensee in the same form as set forth in clauses (a) and (b) of this Paragraph 22.

23. This Agreement shall terminate if the FCC Approval and Rule 1.935 Waiver have not been obtained

24. The Parties agree to keep the terms of this Agreement, including, but not limited to, the amounts paid to the Competing Applicants pursuant to Paragraphs 5-6 hereof, confidential and to

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refrain from disclosing the same to any person or entity, except (w) as provided in Paragraph 2.b above; (x) by AT&T in connection with negotiating an agreement to acquire the Authorizations not held by AT&T as of the Effective Date; provided that such disclosure shall be pursuant to a non-disclosure agreement between AT&T and the seller(s); (y) upon prior written consent of the other Parties; or (z) to the extent necessary to: (a) enforce the terms of this Agreement; (b) comply with an order of a court or other judicial or governmental tribunal; (c) comply with disclosure or reporting obligations under state or federal tax laws; or (d) otherwise comply with the law. In the event a Party receives a subpoena, duly issued by a court or other tribunal having jurisdiction, requiring the disclosure of information or the production of documents which is otherwise prohibited by this Agreement, the Party that has received the subpoena shall immediately notify the other Parties. The Party receiving such notice of the subpoena shall have the right, in its sole discretion, to contest the disclosure of information or production of documents requested by the subpoena or to request that any such disclosure be made under seal. Notwithstanding the foregoing, the Parties may disclose this Agreement to their attorneys and accountants, provided said attorneys and accountants agree not to further disclose this Agreement or any portion thereof to any third party, and the Parties may disclose to third parties the fact that the Parties have amicably resolved their dispute with respect to the Authorizations. The above confidentiality provisions shall survive the termination of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized representatives.

Green Flag Wireless, LLC

By: _____

Printed: GLENN KIHARA

Title: MANAGING MEMBER

Snapline Communications, LLC

By: _____

Printed: _____

Title: _____

CWC License Holding, Inc.

By: _____

Printed: _____

Title: _____

BellSouth Mobile Data, Inc.

By: _____

Printed: _____

Title: _____

Corr Investments I, LLC

By: _____

Printed: _____

Title: _____

New Cingular Wireless PCS, LLC

By: _____

Printed: _____

Title: _____

James McCotter

By: _____

Printed: _____

Title: _____

SBC Telecom, Inc.

By: _____

Printed: _____

Title: _____

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized representatives.

Green Flag Wireless, LLC

By: _____

Printed: _____

Title: _____

Snapline Communications, LLC

By: _____

Printed: _____

Title: _____

CWC License Holding, Inc.

By: Bryan A. Corr, Sr.

Printed: Bryan A. Corr, Sr.

Title: President

BellSouth Mobile Data, Inc.

By: _____

Printed: _____

Title: _____

Corr Investments I, LLC

By: Bryan A. Corr, Sr.

Printed: Bryan A. Corr, Sr.

Title: Manager

New Cingular Wireless PCS, LLC

By: _____

Printed: _____

Title: _____

James McCotter

By: _____

Printed: _____

Title: _____

SBC Telecom, Inc.

By: _____

Printed: _____

Title: _____

EXECUTION VERSION

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Green Flag Wireless, LLC

By: _____

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Title: _____

Snapline Communications, LLC

By: _____

Printed: _____

Title: _____

CWC License Holding, Inc.

By: _____

Printed: _____

Title: _____

BellSouth Mobile Data, Inc.

By: _____

Printed: _____

Title: _____

Corr Investments I, LLC

By: _____

Printed: _____

Title: _____

New Cingular Wireless PCS, LLC

By: _____

Printed: _____

Title: _____

James McCotter

By: 

Printed: JAMES E. McCotter

Title: _____

SBC Telecom, Inc.

By: _____

Printed: _____

Title: _____

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized representatives.

Green Flag Wireless, LLC

By: _____

Printed: _____

Title: _____

Snapline Communications, LLC

By:  _____

Printed: Stephen M. Roberts

Title: President

CWC License Holding, Inc.

By: _____

Printed: _____

Title: _____

BellSouth Mobile Data, Inc.

By: _____

Printed: _____

Title: _____

Corr Investments I, LLC

By: _____

Printed: _____

Title: _____

New Cingular Wireless PCS, LLC

By: _____

Printed: _____

Title: _____

James McCotter

By: _____

Printed: _____

Title: _____

SBC Telecom, Inc.

By: _____

Printed: _____

Title: _____

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Green Flag Wireless, LLC

By: _____

Printed: _____

Title: _____

Snapline Communications, LLC

By: _____

Printed: _____

Title: _____

CWC License Holding, Inc.

By: _____

Printed: _____

Title: _____

BellSouth Mobile Data, Inc.

By: Carolyn J. Wilder

Printed: CAROLYN J. Wilder

Title: Assistant Secretary

Corr Investments I, LLC

By: _____

Printed: _____

Title: _____

New Cingular Wireless PCS, LLC

By: _____

Printed: _____

Title: _____

James McCotter

By: _____

Printed: _____

Title: _____

SBC Telecom, Inc.

By: _____

Printed: _____

Title: _____

EXECUTION VERSION

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized representatives.

Green Flag Wireless, LLC

By: _____

Printed: _____

Title: _____

Snapline Communications, LLC

By: _____

Printed: _____

Title: _____

CWC License Holding, Inc.

By: _____

Printed: _____

Title: _____

BellSouth Mobile Data, Inc.

By: _____

Printed: _____

Title: _____

Corr Investments I, LLC

By: _____

Printed: _____

Title: _____

New Cingular Wireless PCS, LLC

By: RM _____

Printed: Rick L. Moore

Title: Senior VP-Corporate Development

James McCotter

By: _____

Printed: _____

Title: _____

SBC Telecom, Inc.

By: _____

Printed: Jeston Dumas

Title: Treasurer

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized representatives.

Green Flag Wireless, LLC

By: _____

Printed: _____

Title: _____

Snapline Communications, LLC

By: _____

Printed: _____

Title: _____

CWC License Holding, Inc.

By: _____

Printed: _____

Title: _____

BellSouth Mobile Data, Inc.

By: _____

Printed: _____

Title: _____

Corr Investments I, LLC

By: _____

Printed: _____

Title: _____

New Cingular Wireless PCS, LLC

By: _____

Printed: Rick L. Moore

Title: Senior VP-Corporate Development

James McCotter

By: _____

Printed: _____

Title: _____

SBC Telecom, Inc.

By:  _____

Printed: Jeston Dumas

Title: Treasurer